

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, September 4, 2012

Presentation

Proposal for a property tax rebate for older single-family, owner-occupied homes (Patrick Burke, Economic Development Manager)

Questions on the Agenda

Agenda Items

1. **Request to Subordinate A Forgivable Loan Issued Through the Neighborhood Business District Façade Program** (Patrick Burke, Economic Development Manager)
2. **Request from Salem Lutheran Church for a Licensing Agreement to install on street parking on City right-of-way at 1724 15th Street** (Chris Mathias, Property Management Coordinator)
3. **Consideration of a Proposing Ordinance to Establish a Special Service Area in the Olde Towne Commercial District** (Pam Owens, Main Street Program Coordinator)
4. **Setting the Time & Date of the Public Hearing for the proposed 41st Street Redevelopment Project Area and Tax Increment Finance District.** (Ray Forsythe, Planning & Development Director)
5. **Setting the Time & Date of the Public Hearing for the proposed Route 6/150 Redevelopment Project Area and Tax Increment Finance District.** (Ray Forsythe, Planning & Development Director)
6. **Setting the Time & Date of the Public Hearing for the proposed SouthPark Mall Redevelopment Project Area and Tax Increment Finance District.** (Ray Forsythe, Planning & Development Director)
7. **Request from DP Moline, LLC for a Development and Economic Incentive Agreement with the City of Moline for the redevelopment of the property located at 4100 Tenth Street Drive in Moline (former Menards).** (Ray Forsythe, Planning & Development Director)
8. **Other**

Informational

City Council Goals Progress Report (Lew Steinbrecher, City Administrator)

Explanation

1. Request to Subordinate A Forgivable Loan Issued Through the Neighborhood Business District Façade Program (Patrick Burke, Economic Development Manager)

Explanation: In 2008, Virginia and Alfredo Castro participated in the façade program. They conducted an extensive remodel of El Mariachi's (1317-1319 15th Street) that included new windows and an awning. The Castro's are attempting to refinance the debt on the building. First Midwest's loan policy requires a first lien position and is requesting that the City subordinate its position. The City is due to release its mortgage in October 2013.

Staff Recommendation: Approve subordination
Fiscal Impact: N/A
Public Notice/Recording: The property owner will record the documentation
Goal Impacted: Quality Neighborhoods & Vibrant Downtown

2. Request from Salem Lutheran Church for a Licensing Agreement to install on street parking on City right-of-way at 1724 15th Street (Chris Mathias, Property Management Coordinator)

Explanation: The City has been contacted by Salem Lutheran Church regarding the possible installation of on street parking along 15th Street at 1724 15th Street. The applicant would like to install angled on street parking as shown on the attached diagram. While a good portion of the parking spots will be on private property, the parking will extend 6 feet out into 15th Street right of way.

Staff Recommendation: Approval
Fiscal Impact: No fiscal impact to City
Public Notice/Recording: N/A
Goals Impacted: Quality Neighborhoods & Vibrant Downtown;
Improved City Infrastructure & Facilities

3. Consideration of a Proposing Ordinance to Establish a Special Service Area in the Olde Towne Commercial District (Pam Owens, Main Street Program Coordinator)

Explanation: A Special Service Area ("SSA") is proposed for the Olde Towne neighborhood to be used as an economic development tool. The Olde Towne Special Service Area District would roughly cover 7th Street from 12th to 19th Avenues, and 18th Avenue from 7th to 10th Streets. Created by state statute and City ordinance, the SSA will levy an additional real estate property tax levy to fund additional services beyond municipal services in the Olde Towne commercial core. Examples of services include: public way maintenance, beautification, landscaping, advertising/marketing, business/recruitment, parking, and safety. A set dollar amount will be levied to approximately produce a rate of 75 cents per \$100 of equalized assessed value. Additional documentation attached.

Staff Recommendation: Staff recommends approval of the Olde Towne Special Services Area
Fiscal Impact: The special service area will create its own dedicated revenue source
Public Notice/Recording: Public hearing and publication in local newspaper
Goals Impacted: Desirable Place to Live; Quality Neighborhoods

4. Setting the Time & Date of the Public Hearing for the proposed 41st Street Redevelopment Project Area and Tax Increment Finance District. (Ray Forsythe, Planning & Development Director)

Explanation: The public hearing for the 41st Street Redevelopment Project Area has been scheduled for Tuesday, October 23, 2012, at 6:45 p.m. in the Moline City Council Chambers. *This item also appears on the September 4, 2012, Council Agenda.*

Staff Recommendation: Staff recommends setting the public hearing date.
Fiscal Impact: N/A
Public Notice/Recording: Notice will be published in the *Moline Dispatch*
Goal Impacted: Strong Local Economy

5. Setting the Time & Date of the Public Hearing for the proposed Route 6/150 Redevelopment Project Area and Tax Increment Finance District. (Ray Forsythe, Planning & Development Director)

Explanation: The public hearing for the Route 6/150 Redevelopment Project Area has been scheduled for Tuesday, October 23, 2012, at 6:45 p.m. in the Moline City Council Chambers. *This item also appears on the September 4, 2012, Council Agenda.*

Staff Recommendation: Staff recommends setting the public hearing date.
Fiscal Impact: N/A
Public Notice/Recording: Notice will be published in the *Moline Dispatch*
Goal Impacted: Strong Local Economy

6. Setting the Time & Date of the Public Hearing for the proposed SouthPark Mall Redevelopment Project Area and Tax Increment Finance District. (Ray Forsythe, Planning & Development Director)

Explanation: The public hearing for the SouthPark Mall Redevelopment Project Area has been scheduled for Tuesday, October 23, 2012, at 6:45 p.m. in the Moline City Council Chambers. *This item also appears on the September 4, 2012, Council Agenda.*

Staff Recommendation: Staff recommends setting the public hearing date.
Fiscal Impact: N/A
Public Notice/Recording: Notice will be published in the *Moline Dispatch*
Goal Impacted: Strong Local Economy

7. Request from DP Moline, LLC for a Development and Economic Incentive Agreement with the City of Moline for the redevelopment of the property located at 4100 Tenth Street Drive in Moline (former Menards). (Ray Forsythe, Planning & Development Director)

Explanation: DP Moline, LLC (Developer) has a contract to purchase the former Menards location at 4100 Tenth Street Drive and is seeking a Development and Economic Incentive Agreement with the City. Staff has negotiated a sales tax rebate with Developer after reviewing its *pro forma* and evaluated its project costs and potential income compared to customary returns on investment for similar real estate transactions. The property will be redeveloped with demolition of the lumber yard and a new façade, interior redevelopment and a building expansion. The project will also comply with all building code, landscape and storm water requirements. Developer has letters of intent with four retail operations which are new to the Illinois Quad Cities. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Increased property, sales, and utility taxes
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Financially Strong City, Desirable Place to Live

Exhibit "A"

LICENSEE: Salem Lutheran Church – 1724 15th Street, Moline, IL 61265

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Salem Lutheran Church, 1724 15th Street, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The eastern 6 feet of 15th Street right of way adjacent to 1710 and 1724 15th Street, as depicted in greater detail on the attached Exhibit B.

USE: LICENSEE shall be allowed only to: Install on street parking on premises.

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install on street parking on premises

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

TERM: The first term of this Licensing Agreement is from September 11, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE ' S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

FEE: The annual usage charge is \$30.00.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City ' s sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY ' s option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: _____
Licensee

Date: _____

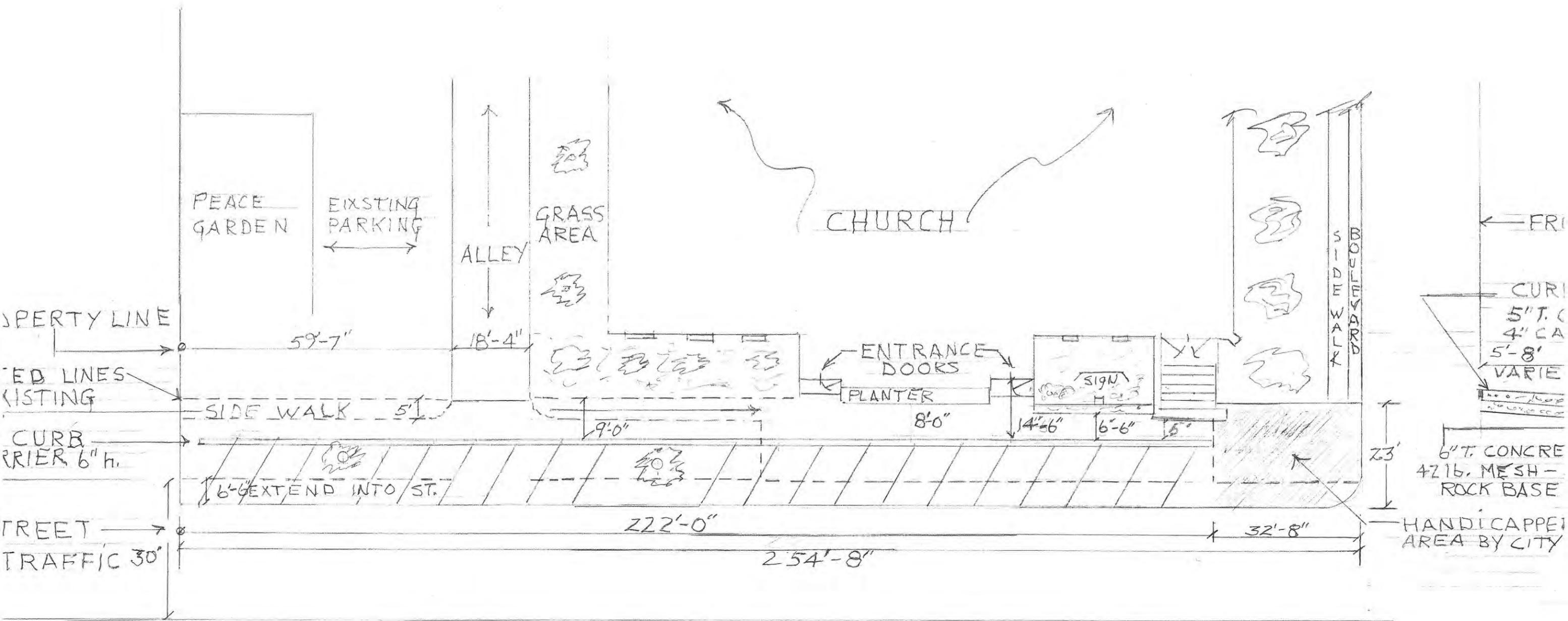
CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney



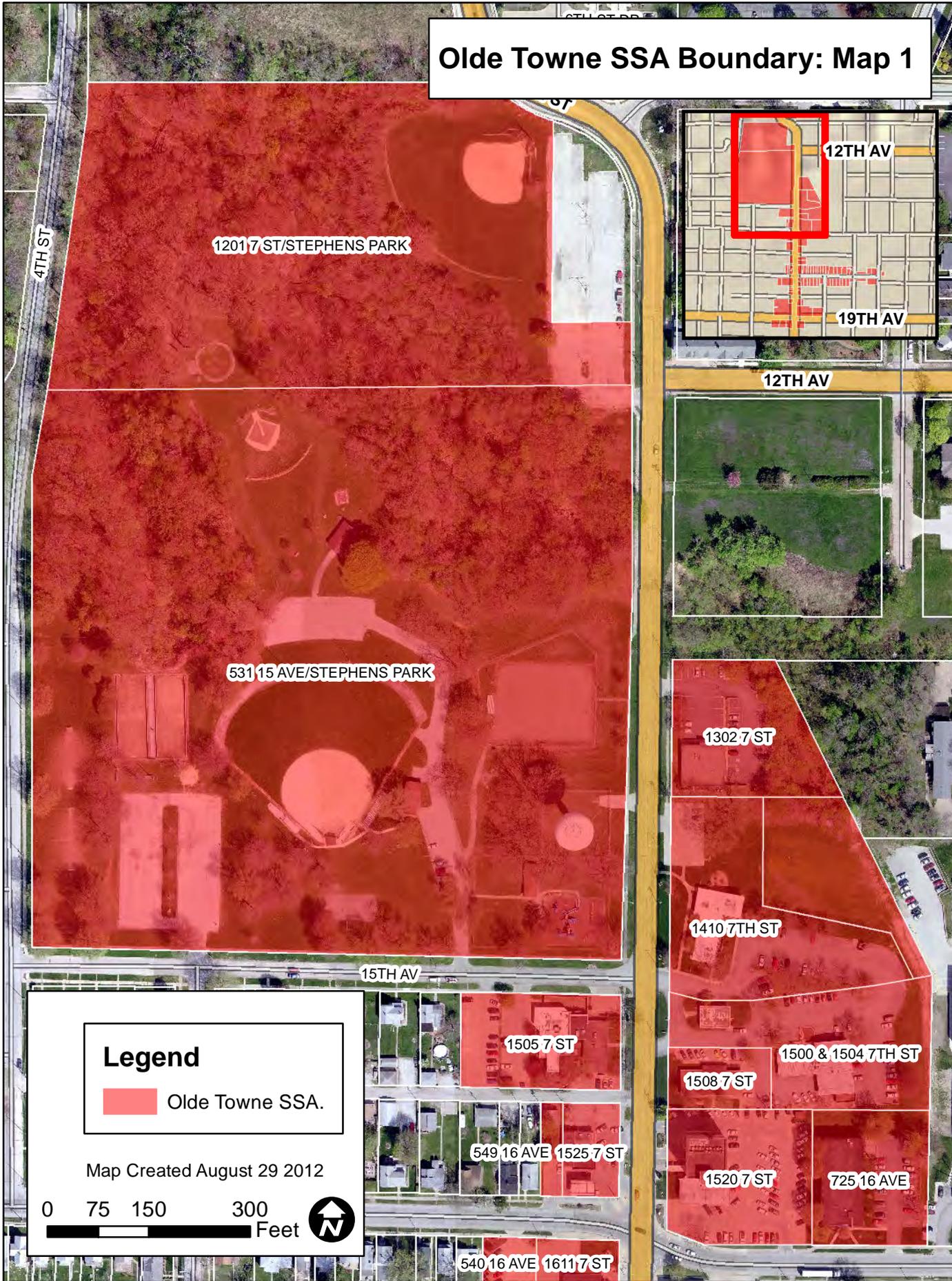
NEW DIAGONAL PARKING
17-SPACES 60° ANGLE
FRONT GROUND PLAN
SCALE 1" = 20'

Exhibit A

Parcel #	Name	Property Address	City	Zip
086812	CITY OF MOLINE	1201 7 ST/STEPHENS PARK	MOLINE IL	61265
085298	CITY OF MOLINE	531 15 AVE/STEPHENS PARK	MOLINE IL	61265
082314	MOJO ASSOCIATES INC	1505 7 ST	MOLINE IL	61265
082334	TOBA ENTERPRISES INC	1525 7 ST	MOLINE IL	61265
082313	DEROO KEVIN/RAFFERTY L	1627 7 ST	MOLINE IL	61265
082289	DEROO KEVIN E	1611 7 ST	MOLINE IL	61265
082287-A	ATKINS ROSALIE E	551 18 AVE	MOLINE IL	61265
082288	VETERANS OF FOREIGN WARS	1721 7TH ST	MOLINE IL	61265
082288-1	ATKINS ROSALIE E	1731 7 ST	MOLINE IL	61265
082266	CEURVORST DENIS P	560 17 AVE	MOLINE IL	61265
084212	PEAK INVESTING GROUP/THAD	1803 7 ST	MOLINE IL	61265
087191	SENG JOSEPH M	1825-1823 7 ST CT	MOLINE IL	61265
087192	MAYFIELD JAMES D	1817 & 1819 7TH ST	MOLINE IL	61265
087191-A	MAYFIELD JAMES D	1821 7TH ST	MOLINE IL	61265
082577-1	SENG JOSEPH M	1835 7 ST	MOLINE IL	61265
082601	WALGREEN #9515	555 19 AVE	MOLINE IL	61265
084177-1	CEURVORST DENIS P	532 19 AVE	MOLINE IL	61265
084177-A	HOEGNER PAUL	548 19 AVE	MOLINE IL	61265
084177	MBC REAL ESTATE LLC	1901 7 ST	MOLINE IL	61265
084558	JOHNSON ARTHUR J FAMILY	702 19 AVE	MOLINE IL	61265
086430	SCHWEINBERGER DALE	1602-04-06-08-12 7 ST	MOLINE IL	61265
086431	ARC	1630 7 ST	MOLINE IL	61265
086439	LOVELESS F	1702 7 ST	MOLINE IL	61265
086438	FRIENDS CIRCLE CLUB INC	701-705 18 AVE	MOLINE IL	61265
086452	AGUILAR PABLO/ESTELA	737 18 AVE	MOLINE IL	61265
086454	RAMIREZ JOHN S	809 18 AVE	MOLINE IL	61265
086461	HOLMQUIST ROBERT C/JANE C	813 18 AVE	MOLINE IL	61265
086460	HOLMQUIST ROBERT C/JANE C	823 18 AVE	MOLINE IL	61265
087114	TREVOR KATHLEEN A	827 18 AVE	MOLINE IL	61265
087114-D	LATTA GLENN D JR	829-831-833-835 18 AVE	MOLINE IL	61265
087114-A	JOURDAN CARL H/KATHLEEN J	1715 9 ST	MOLINE IL	61265
087080	ROWE THOMAS L/JENNIFER	915 18 AVE	MOLINE IL	61265
087080-2	WAHLHEIM DANIEL J	1715-1717-1719 10 ST	MOLINE IL	61265
087114-B	WEAVER LAURA J/THEODORE E	845 18 AVE	MOLINE IL	61265
087080-1	SIERRA JEROME J	903-905 18 AV& 17269 ST	MOLINE IL	61265
087168-3	ENGELS JULIE M	706-708-710 18 AVE	MOLINE IL	61265
087167	WEAVER THEODORE E	712-714 18 AVE	MOLINE IL	61265
087165	JOHNSON W ROY/BONNIE L	720 18 AVE	MOLINE IL	61265
087163	WHEATLEY JOHN A	734 18 AVE	MOLINE IL	61265
087162-A	LECANDER NICHOLE M	740 18 AVE	MOLINE IL	61265
087137	LUNDQUIST STEPHEN F	818 18 AVE	MOLINE IL	61265
087136	GARCIA RICARDO/ROSA L BA	820 18 AVE	MOLINE IL	61265
087134	BENDER RAYMOND A	826 18 AVE	MOLINE IL	61265
087133	HANSON DAWN N	830 18 AVE	MOLINE IL	61265

087132	DEWITTE PATRICIA A	834 18 AVE	MOLINE IL	61265
087131	WAGNER DAVID	840 18 AVE	MOLINE IL	61265
089143	WHITTED JAMES/JEAN	842 18 AVE	MOLINE IL	61265
087090	DEERVIEW HOLDING LLC/ALAN	1804 9 ST	MOLINE IL	61265
087113	INTERACTIVE MARKETING INC	1801 10 ST	MOLINE IL	61265
087168-2	DOMINGUEZ LOPEZ JESUS	1806-08-10-12 7 ST	MOLINE IL	61265
082293	DEROO KEVIN E	540 16 AVE	MOLINE IL	61265
082335	TOBA ENTERPRISES INC	549 16 AVE	MOLINE IL	61265
084215	FRIENDS CIRCLE CLUB INC	540 18 AVE	MOLINE IL	61265
082287	VELIE WILLARD L JR	549 18 AVE	MOLINE IL	61265
087092	EDENS TIFFANY D	1814 9 ST	MOLINE IL	61265
087112	WASSENHOVE M/PHILLIPS M	1811 10 ST	MOLINE IL	61265
087169	BAILEY JAMES	1814 7 ST	MOLINE IL	61265
087169-A	DWYER DAVID W/JUDITH L	1824 7 ST	MOLINE IL	61265
087177	DEBORD DIANE	702 18 AVE A	MOLINE IL	61265
087178	JOSEPH R TAYLOR INC	708 18 AVE A	MOLINE IL	61265
087186	PELLEGRINI RANDY A	701 19 AVE	MOLINE IL	61265
087186-A	PELLEGRINI RANDY A	721 19 AVE	MOLINE IL	61265
086440	ESPARZA LUIS C/MARIA V	1710-1712-1714 7 ST	MOLINE IL	61265
086446	HARTSON BRADLEY G	719 18 AVE	MOLINE IL	61265
086444	SMITH KELLY J/K&L PROP	721 18 AVE	MOLINE IL	61265
086443	SAUNDERS DUANE E	725 18 AVE	MOLINE IL	61265
086442	GUNNERSON PEGGY	729 18 AVE	MOLINE IL	61265
086441	JOURDAN KYLE S	731 18 AVE	MOLINE IL	61265
086453	BILLINGS RICHARD M	805 18 AVE	MOLINE IL	61265
086437	PEARSON VIRGINIA F	711 18 AVE	MOLINE IL	61265
086445	MAERE NELLIE J	713 18 AVE	MOLINE IL	61265
087114-C	WEAVER LAURA J/THEODORE E	841 18 AVE	MOLINE IL	61265
086436	PEARSON VIRGINIA F	709 18 AVE	MOLINE IL	61265
087168-1	ANESTHESIA/MYERS CAROLYN	702-704 18 AVE	MOLINE IL	61265
087166	WINTERBOTTOM JOHN R	718 18 AVE	MOLINE IL	61265
087135	DECOCK JOHN A/KAREN L	822 18TH AVE	MOLINE IL	61265
087164	JOHNSON W ROY	730 18 AVE	MOLINE IL	61265
088703-1	TOWERS METROPOLITAN	1508 7 ST	MOLINE IL	61265
088704	METROPOLITAN TOWERS LLC	1520 7 ST	MOLINE IL	61265
088705	BUTTERWORTH ARTS/M FOSTER	725 16 AVE	MOLINE IL	61265
089167	BROWN LARRY E	1718-1720 10 ST	MOLINE IL	61265
088702	GOODELL VEDIA M TRST	1302 7 ST	MOLINE IL	61265
089341	METROPOLITAN TOWERS LLC	1500 & 1504 7TH ST	MOLINE IL	61265
089340	H & C BLDG PARTNERSHIP	1410 7TH ST	MOLINE IL	61265

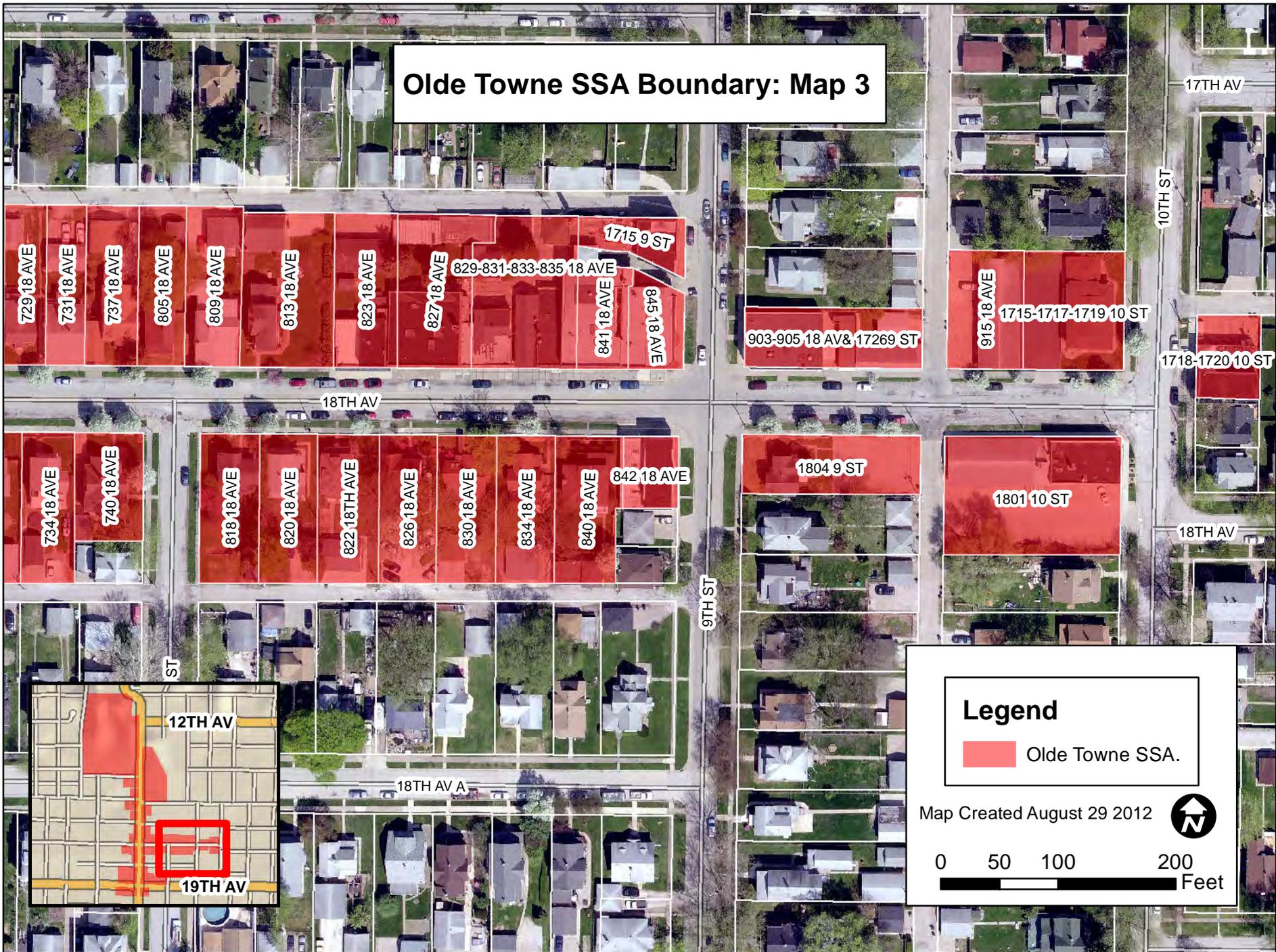
Olde Towne SSA Boundary: Map 1

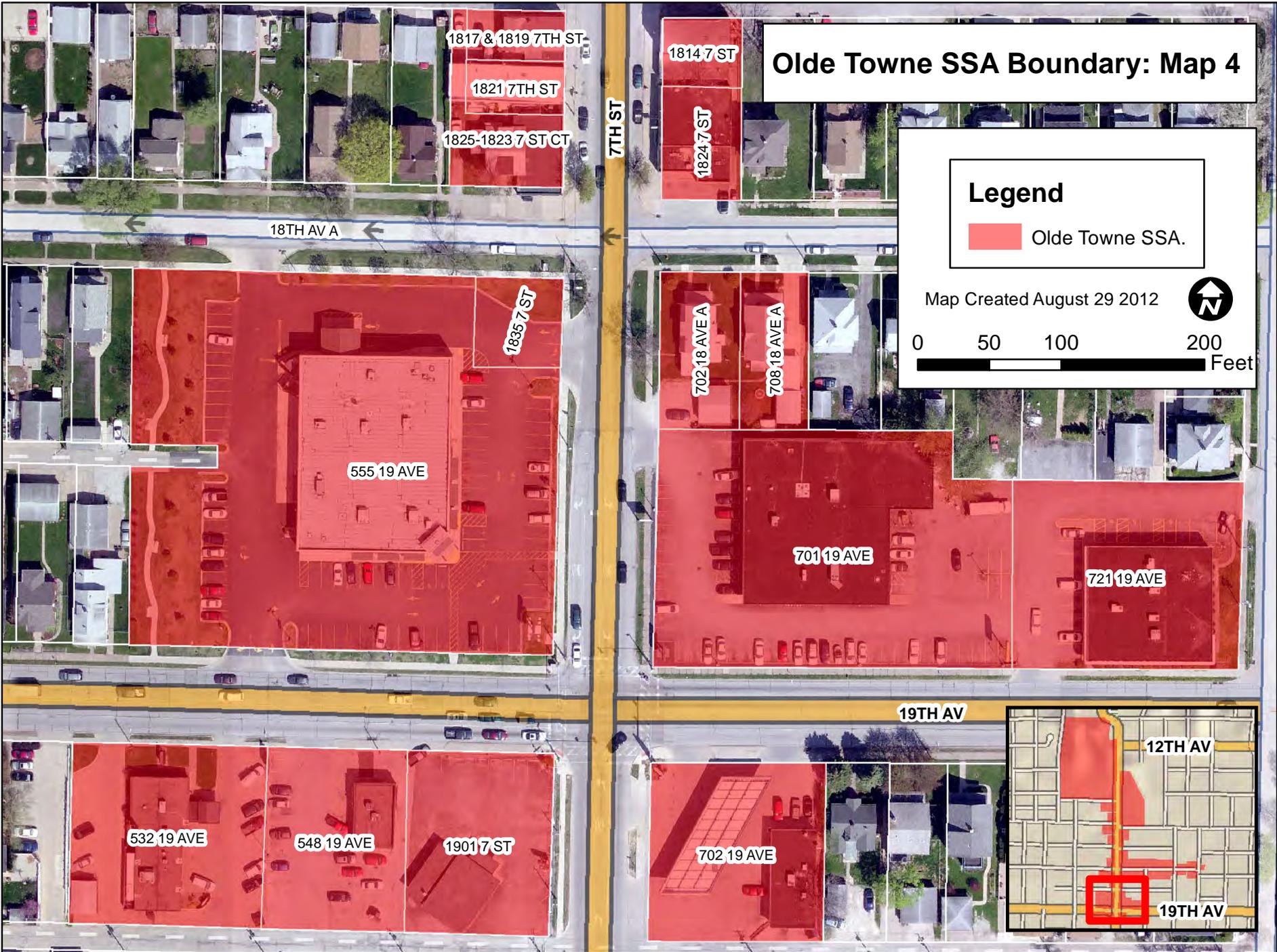


Olde Towne SSA Boundary: Map 2

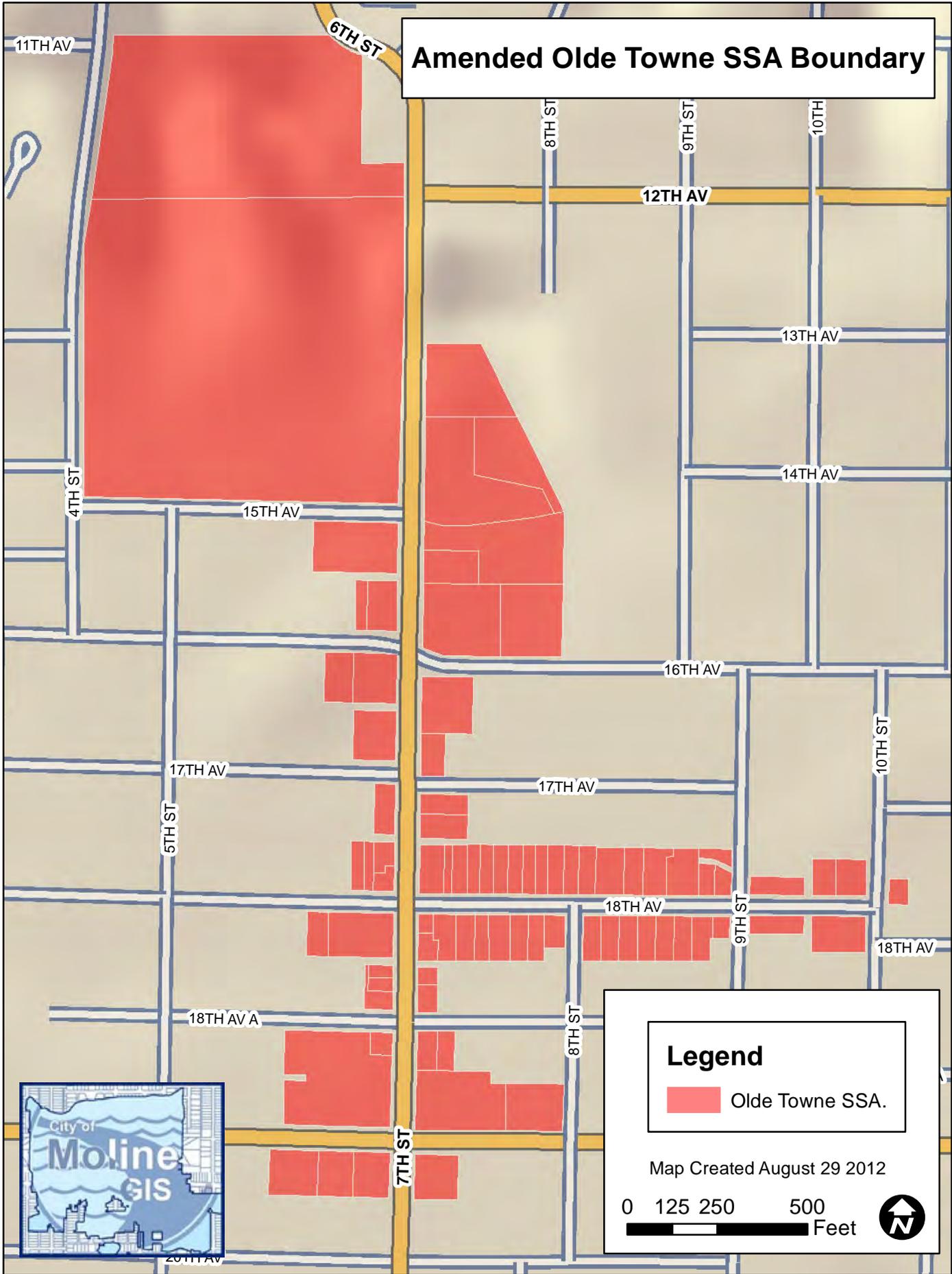


Olde Towne SSA Boundary: Map 3





Amended Olde Towne SSA Boundary



Legend

 Olde Towne SSA.

Map Created August 29 2012

0 125 250 500
Feet



Council Bill/Special Ordinance No.

Sponsor:

A SPECIAL ORDINANCE

PROPOSING the establishment of the Olde Towne Special Service Area of the City of Moline, Rock Island County, Illinois, the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such Area and the issuance of bonds or notes in an aggregate amount not to exceed \$1,000,000.00 for the purpose of paying the cost of providing special services to the benefit of and for such Area and providing for other procedures in connection therewith.

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the City of Moline, Rock Island County, Illinois (the "City"), is authorized to create special service areas in and for the City; and

WHEREAS, special service areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

The General Assembly may not deny or limit the power of home rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services;

and are established pursuant to the provisions of the Special Services Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 *et seq.*, as amended (the "Law"), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended; and

WHEREAS, Owners of record (the "Owners") of that portion of the City described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Subject Territory") have expressed an interest in the construction, acquisition, installation and maintenance of various infrastructure improvements and amenities to their properties and City property as further described herein; and

WHEREAS, Pursuant to Section 27-20 of the Act, the Owners have filed an application with the City Council of the City proposing that the City establish a special service area (the "Application"); and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purposes set forth herein and to be designated as the Olde Towne Special Service Area of the City (the "Area") be considered; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the City and outlined on the map of a portion of the City, which map and legal description is attached hereto as **Exhibit "B" and "C"** and made a part hereof; and

WHEREAS, the Area will benefit specially from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, public rights-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, Moline Main Street Program operations, special projects and provision of amenities (collectively, the “Services”); and

WHEREAS, it is hereby estimated that the cost of providing the Services is \$1,000,000.00; and

WHEREAS, it is in the public interest that the issuance of bonds or negotiation and/or execution of notes in an aggregate amount do not exceed the amount of \$1,000,000.00 and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Services (collectively or individually: the “Bonds”); and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the City is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the City, all of the Services to be to the benefit of and for the Area and all of the necessary construction to be on existing public property or property to be acquired by the City or easements properly dedicated to public use; and

WHEREAS, a notice of a public hearing, to be held at 6:30 p.m., on the 2nd day of October, 2012, at the Moline City Hall, 619 16th Street, Moline, Illinois, shall be given by publication at least once not less than 15 days prior to the hearing in a newspaper published and of general circulation in the City; and

WHEREAS, mailed notice of the hearing shall be duly given in accordance with the law; and

WHEREAS, at the hearing, the following alternative methods of financing improvements within the proposed special service area will be considered: (i) the imposition or levy by the City of a tax in the proposed special service area sufficient to produce revenues to provide special municipal services to the proposed special service area; the maximum rate of such taxes to be extended in any year for special services under this ordinance within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of **\$200,000** not to exceed **\$1,000,000** over the 15 year life of the special service area; and (ii) the borrowing of an amount not to exceed an aggregate principal amount of **\$1,000,000** to be evidenced by unlimited ad valorem tax bonds of such area, the proceeds of which shall be used to pay the cost of providing special municipal services to the proposed special service area, to fund certain reserves for, and interest on, the Bonds and initial administrative expenses relating to the proposed special service area, and to pay the cost of issuing the Bonds. The Bonds, if issued,

shall be retired over a period not to exceed thirty (30) years from the date of their issuance and shall bear interest at a rate not to exceed the greater of nine percent (9%) per annum or 125% (and substituting 13% for 9% and 200% for 125% if not tax exempt) of the rate for the most recent date shown in the G.O. Bonds Index of average municipal bond yields as published in the most recent edition of *The Bond Buyer*, published in New York, New York, at the time the contract is made for the sale of the Bonds. The Bonds, if issued, shall be retired by the levy of an additional annual tax levied against each parcel of property within the special service area to pay the interest on the Bonds as it falls due and to discharge the principal thereof at maturity and to pay the costs of administration and maintenance of the Subject Territory. This tax is to be levied upon all taxable property within the proposed special service area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That the preambles of this ordinance above are hereby incorporated into this text as findings of the Moline City Council, as if set out herein in full.

Section 2. In response to the expressed interest of the Owners, the City Council of the City hereby accepts the Application and proposes the establishment of the Olde Towne Special Service Area for the construction, acquisition and installation of infrastructure improvements to serve the Subject Territory.

Section 3. That a public hearing shall be held at 6:30 p.m., on the 2nd day of October, 2012, at the Moline City Hall, 619 16th Street, Moline, Illinois (the "Hearing"), to consider the establishment of the Area for the purpose of providing the Services in the territory legally described in the Notice of Public Hearing attached hereto as Exhibit "C" and incorporated herein by this reference (the "Notice") and to consider the issuance of the Bonds described in the Notice.

Section 4. That the Notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given at least once not less than fifteen (15) days prior to the Hearing in a newspaper published in and of general circulation within the City. Notice by mailing shall be given by depositing the Notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner required by law.

CITY OF MOLINE, ILLINOIS

Mayor, Donald P. Welvaert

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

Law Director

DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT
Between the
CITY OF MOLINE
and
DP MOLINE, LLC

THIS DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT (“*Agreement*”) is entered into this _____ day of _____, 2012, by and between the City of Moline, Rock Island County, an Illinois municipal corporation (the “*City*”); and DP Moline, LLC, an Illinois limited liability Company and its successors and/or assigns (collectively “*Developer*”).

WITNESSETH:

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution, and;

WHEREAS, the City has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes; and

WHEREAS, Menard, Inc. has a contract to sell a now vacant home improvement store and surrounding land within the City of Moline located at 4100 Tenth Street Drive, Moline, IL, which properties are legally described as set forth on Exhibit A attached hereto [**NOTE: legal description will exclude the Outlot parcel**]; and

WHEREAS, Developer is the contract purchaser of the property and is intending to rehabilitate the property to accommodate four (4) or more retail tenants (the “*Development Project*”);

WHEREAS, the City, recognizing the economic and other benefits derived therefrom by the City and its residents, seeks to assist Developer in its endeavors to own and develop the property; and

WHEREAS, the City and Developer agree that to permit the Developer to construct the Development Project, it is necessary that the City provide an incentive in the form of certain sales tax rebate assistance in accordance with the law and the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section I. Incorporation of Recitals

The representations and recitations set forth in the foregoing Preambles are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Section and said representations and recitations constitute the understandings of the City and the Developer.

Section II. General Terms

Developer after receipt of the promises and inducements contained herein agrees to redevelop the existing Menards at 4100 Tenth Street Drive, Moline, IL in substantial accordance with the improvements indicated on Exhibit B hereto.

The parties hereto acknowledge, and Developer represents and warrants, that it requires economic assistance from the City in order to commence and complete the Development Project, and that, but for said economic assistance, the Development Project as contemplated would not be economically viable.

For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the City pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended from time to time) and which are collected by the State and distributed to the City, and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute which results or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the City from complying with this Agreement or which materially adversely affect the City's ability to comply herewith, then the City and Developer shall re-evaluate this Agreement and the incentives provided hereunder and shall mutually use all reasonable efforts to restructure the Agreement in a manner which provides substantially the same economic benefits to Developer. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute that has materially affected the City's compliance herewith, then the Agreement shall automatically terminate releasing both parties from their obligations hereunder unless the parties mutually agree to extend such period. The use of the terms "sales tax" and "sales tax revenue" shall not be construed to mean any additional taxes imposed by the City as a home rule municipality.

For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to Developer and the Development Project.

Developer agrees during the term of this agreement that the fee ownership of the Exhibit A Real Estate and the recipient and beneficial owner of the Incentive Payments provided for under this Agreement shall remain identical (i.e., no separation of revenue stream from the ownership of the Development Project); provided, however, that this provision shall not apply, and there may be a separation of the revenue stream from the ownership of the Development Project, at such time as not less than seventy-five percent (75%) of the aggregate maximum Incentive Payments provided for hereunder have been paid out. If Developer intends to separate the revenue stream, it shall provide written notice of intent to City and shall obtain consent of City, said consent not to be unreasonably withheld.

In the event that all terms and conditions set forth in this Agreement are met by Developer, including the construction, site improvements and leasing to sales tax generating tenants on the property, the City hereby agrees to pay Developer certain sales tax rebates (“Incentive Payments”) by yearly installments as follows, subject however to the following conditions and restrictions:

It is understood that each Incentive Payment will be due and payable solely from the proceeds of sales tax revenue received by the City as a result of sales from new businesses in the City of Moline that locate in the Development Project (including a new additional location for an existing City of Moline business that keeps in place its existing location(s) in the City); provided, however, recognizing that such new businesses may at some later date close or relocate from the Development Project, the parties agree that after the tenth (10th) anniversary of the first occupancy of the Development Project following renovations which results in the commencement of Incentive Payments hereunder, such Incentive Payments may be paid for businesses relocated from within the City of Moline that locate in the Development Project on or after such tenth (10th) anniversary; and further provided, however, that each Incentive Payment shall also be due from the incremental annual increase, over the full year of proceeds of sales tax revenue received by the City prior to relocation, arising from sales from any existing businesses in the City of Moline relocated to not more than an aggregate of 5,000 square feet of space in the Development Project during the first ten (10) years after the first occupancy of the Development Project.

It is acknowledged and understood by and between the parties hereto that the City receives sales tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the City approximately three months later (e.g. taxes generated by sales in July are generally not received by the City until October).

The City of Moline agrees to provide Developer with a conditional proportional sales tax rebate on the City’s receipt of sales tax revenues within the Development Project so long as the total City sales tax collected in the entire City, including the Development Project, is above \$9,100,000 annually (the “*Annual Minimum Sales Tax*”).

The Annual Minimum Sales Tax will increase or decrease annually based on the United States Department of Labor reported Consumer Price Index, All Urban Consumers, Seasonally Adjusted, U.S. City Average, All Items,

base year 1982-84=100 (the “CPI”). The Finance Director will verify this information and notify Developer and the Planning & Development Director, and provide supporting calculations and CPI data, as soon as the information is available on an annual basis.

For any year where the City sales tax collected is above the Annual Minimum Sales Tax, the Incentive Payments hereinafter provided for shall be paid to Developer. If the City does not collect the Annual Minimum Sales Tax in any particular year, the Incentive Payments hereinafter provided for shall resume when the Annual Minimum Sales Tax is next collected by the City.

The initial payment year (hereinafter referred to as the “Initial Payment Year”) shall commence on the first day of the month following the Certificate of Occupancy issuance for any portion of the Development Project. Each payment year thereafter shall be referred to herein as a “Subsequent Payment Year”.

The Developer shall be entitled to Incentive Payments equal to seventy-five percent (75%) of the sales tax revenue from the Municipal 1% Sales Tax generated from retail sales from businesses located in the Development Project.

The Incentive Payments shall continue until the total Incentive Payments equal Two Million One Hundred Thousand & 00/100 Dollars (\$2,100,000.00).

The Incentive Payments shall be calculated on the Municipal 1% sales tax only, not the City’s 1¼% Home rule Sales Tax, nor the City’s 1½% prepared food and packaged liquor tax. Further, no agreements shall be considered related to Property Taxes.

There will be no new incentives offered by the City on any real estate described in Exhibit A as long as this Agreement is in place and Incentive Payments are still being paid hereunder.

The Incentive Payments shall be computed at the close of each Payment Year by the City as provided herein. The City will make yearly payments to Developer within thirty (30) days after it receives notification from the State of the sales tax revenue generated by all the businesses located within the Development Project for each month in the respective Payment Year.

Section III. Disclosure

All businesses that locate in the Development Project subject to the Incentive Payment calculation shall execute and provide the City with a power of attorney letter (or other necessary document), in form and content reasonably acceptable to the City Attorney, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information

on a monthly basis with respect to the operation of the business in the Development Project to the City during the Incentive Period. In addition to said letter, Developer and each subsequent business added to the Incentive Payment plan shall prepare and submit such other or additional forms as may be reasonably required from time to time by the Illinois Department of Revenue in order to release such information to the City. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of Developer or other businesses in the Development Project, to execute the necessary authorization and/or release, the City shall not be required to make any of the Incentive Payments provided for in this Agreement only for sales tax revenue derived from any business that has failed to execute such authorization and/or release.

Section IV. Construction and Site Improvements

Developer shall submit plans for the construction of the Development Project on or before the date of this Agreement, and shall not cause or permit the existence of any material violation of City ordinances, including but not limited to the City's building code, subdivision, zoning ordinances, fire code and any and all rules and regulations thereunder. Developer shall have completed construction of the Development Project and shall have obtained the initial Certificate of Occupancy and generate sales from the property on or before July 1, 2014. If the conditions of this Section are not met as to material violations and continue to be unmet for a period of thirty (30) days after Developer's receipt of the City's notice thereof, the Agreement may be declared null, void and of no legal effect by the City upon notice to Developer or payment of the Incentive Payments may be deferred until the conditions are met, at the City's sole discretion; provided, however, that the thirty (30) day cure period herein shall be extended as reasonably necessary to complete the cure so long as the cure is promptly commenced during the initial thirty (30) day period, is diligently prosecuted to conclusion and the cure is not one which could reasonably be commenced and completed within thirty (30) days.

Section V. Limitation of Actions

No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the City, its officers, agents and employees, in excess of any specific sum agreed by the City to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the City, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of Developer against the City, its officers, directors, agents and employees in excess of such amounts are hereby expressly waived and released as a condition and as consideration for the execution of this Agreement by the City.

Section VI. Assignment

Developer shall not assign this Agreement to any person or entity without the prior written consent of the City, said consent not to be unreasonably withheld, conditioned or delayed. No such assignment shall be effective, even if consented to by the City, unless and until the Assignee acknowledges in writing to the City that the obligations of the City to Developer or any Assignee hereunder are contingent upon obligations on the part of Developer which such Assignee is willing to assume. Notwithstanding any such assignments and/or assumption of responsibility, Developer shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement unless such Assignee assumes in writing all of the agreements, covenants and obligations of Developer.

Section VII. Indemnification

In the event that any third party or parties institutes any legal proceedings against the City and/or Developer, which relate to the terms of this Agreement, then, in that event, Developer shall indemnify and hold harmless the City from any and all such proceedings. Further, Developer, upon receiving notice from the City of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that Developer may not at any time settle or compromise such proceedings without the City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the City, nor any liability on the part of the City, monetary or otherwise.

If the City, in its sole exercise of discretion, determines that there is, or may probably be, a conflict of interest between the City and Developer on an issue of material importance to the City, or which may reasonably have a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. Except in regard to a dispute between the City and Developer regarding this Agreement, in the event that the City exercises such option, then Developer shall reimburse the City from time to time on written demand from the City and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney's fees, witnesses' fees and/or other litigation expenses incurred by the City in connection therewith.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Development Project. Payment of Prevailing Wage and compliance with the Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities,

judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

Section VIII. Breach

In the event of breach of any of the material terms and conditions of the Agreement and the continuance of such breach without cure of the breach for a period of 30 days after the breaching party's receipt of the non-breaching party's notice thereof, the non-breaching party shall have the right to terminate this Agreement; in the event the breaching party cures the breach during the 30 day cure period, the breach shall have no adverse consequences to the breaching party. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages or failure of performance, or both, except that the exclusive remedy for the failure to meet the Section II commitment is the payment of the scheduled reimbursements as set forth in Section II. The foregoing rights and remedies shall be cumulative and exclusive.

Section IX. Amendments

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

Section X. Time

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section XI. Notices

Any notices required in this Agreement shall be effective when in writing and three (3) business days after mailing by certified mail return receipt requested, or upon hand-delivery of the same in the same manner of service of a summons and complaint under the laws of the State of Illinois in person or to an officer of such party addressed to the party to be notified, as follows:

If to the City:

City Administrator
City of Moline
619 16th Street
Moline, IL 61265

With a copy to:

City Attorney
City of Moline
619 16th Street
Moline, IL 61265

And with a copy to:

Planning & Development Director
City of Moline
619 16th Street
Moline, IL 61265

If to Developer:

Patrick F. Daly
The Daly Group LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois, 60523

With a copy to:

Terry M. Giebelstein
Lane & Waterman LLP
220 N. Main Street, Suite 600
Davenport, IA 52801

Section XII. Exhibits

Exhibits attached herein are hereby incorporated in and made a part of this Agreement.

Section XIII. Jurisdiction

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the appropriate state or federal court located within the State of Illinois.

Section XIV. Waiver

A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Section XV. Authorization to Execute

The party who has executed this Agreement on behalf of Developer hereby warrants that he/she has been lawfully authorized by Developer to execute this Agreement on behalf of Developer.

The party who has executed this Agreement on behalf of City hereby warrants that he/she has been lawfully authorized by City to execute this Agreement on behalf of City.

WITNESS their hands and seals the day and year first above written.

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Donald Welvaert, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

DP MOLINE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

DATED: 08/27/12 _____



Alan D. Pearlman, Vice President/General Counsel

EXHIBIT A

Legal Description

Part of the Northwest Quarter of Section 17, Township 17 North, Range 1 West of the 4th Principal Meridian, Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest corner of said Section 17;

thence South 00° 06' 06" West 997.70 feet along the West line of said Northwest Quarter of Section 17 (for purposes of this legal description the said West line of the Northwest Quarter is assumed to bear South 00° 06' 06" West);

thence North 89° 40' 06" East 63.74 feet to a point on the Easterly right-of-way line of 7th Street;

thence North 89° 31' 30" East 167.89 feet;

thence South 00° 08' 00" East 200.92 feet to a point on the Northerly right-of-way of 43rd Avenue;

thence South 89° 55' 20" East 514.98 feet along said Northerly right-of-way line;

thence North 85° 00' 40" East 119.06 feet along said Northerly right-of-way line;

thence North 77° 33' 10" East 119.11 feet along said Northerly right-of-way line;

thence North 72° 23' 10" East 119.54 feet along said Northerly right-of-way line;

thence North 60° 33' 10" East 271.50 feet along said Northerly right-of-way line;

thence North 65° 13' 10" East 130.54 feet along said Northerly right-of-way line;

thence North 70° 11' 30" East 3.98 feet along said Northerly right-of-way line to the point of beginning;

thence North 29° 48' 30" West 604.55 feet;

thence Northwesterly 164.78 feet along the arc of a 193.00 foot radius curve, concave Southerly (the chord of said curve bears North 54° 16' 20" West 159.82 feet);

EXHIBIT A

Legal Description- Continued

thence Northeasterly 61.11 feet along the arc of a 45.00 foot radius curve, concave Northwesterly (the chord of said curve bears North 39° 02' 50" East 56.52 feet);

thence North 00° 08' 40" East 117.89 feet to a point on the Southerly right-of-way line of John Deere Road;

thence North 84° 38' 30" East 274.26 feet along said Southerly right-of-way line;

thence North 88° 37' 10" East 440.20 feet along said Southerly right-of-way line;

thence South 00° 08' 40" West 743.89 feet to a point on the said Northerly right-of-way line of 43rd Avenue;

thence South 89° 28' 40" West 68.37 feet along the said Northerly right-of-way line;

thence South 77° 30' 30" West 132.04 feet along the said Northerly right-of-way line;

thence South 70° 21' 40" West 83.32 feet along the said Northerly right-of-way line;

thence South 70° 11' 30" West 43.75 feet along the said Northerly right-of-way line to the said point of beginning.

This parcel contains 9.77 acres, more or less.

Common Address: 4100 Tenth Street Drive, Moline, IL 61265

Parcel Number: 1717100003

THE PARTIES ACKNOWLEDGE THAT THE LEGAL DESCRIPTION SET FORTH ABOVE LEGALLY DESCRIBES MORE PROPERTY THAN THE DEVELOPMENT PROJECT AS DEFINED IN THE AGREEMENT. ATTACHED AS EXHIBIT A-1 IS A SITE PLAN OF THE PROPERTY LEGALLY DESCRIBED ABOVE. THE DEVELOPMENT PROJECT INCLUDES ALL OF THE PROPERTY SHOWN ON EXHIBIT A-1 WITH THE EXCEPTION OF THE PROPERTY IDENTIFIED AS OUTLOT 1 AND CROSS-HATCHED ON EXHIBIT A-1. PRIOR TO RECORDING THIS AGREEMENT DEVELOPER SHALL PROVIDE A LEGAL DESCRIPTION OF THE DEVELOPMENT PROJECT (I.E., EXCLUDING OUTLOT 1) FOR APPROVAL BY THE CITY AND INSERTION IN THE AGREEMENT.

EXHIBIT B

Preliminary Redevelopment Plan

DP Moline, LLC plans to purchase and renovate the former Menards building located at 4100 10th Street Drive, Moline Illinois. The former Menards building was built in two phases. The original 53,000 square feet was built in 1990 and 24,000 square feet of additional space was added in 1997. The building will be demised into two separate spaces between the original and added space to create two new demised retail stores.

The property fencing and existing free standing wood storage building as well as the storage building adjacent to the north end of existing former Menards building will be demolished, making way for a potential new 5,000 square foot retail building at the north end and a new 12,220 square foot retail building will be constructed at the south end of the existing building.

The existing buildings will be retrofit to accommodate 2 junior anchor tenants, including constructing new entrance canopies for the two new tenants on the west side of the existing building and installing a new demising wall between the two new tenants.

Site improvements include modifications to the storm water and sanitary sewer systems to accommodate the new users.

Landscaping will be added to enhance the visual appeal of the project as well as to provide additional pervious areas to absorb rain water. Removal of the wood storage building will result in an outlot parcel at the south end of the property which is reserved for future development.

CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES

August 2012

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RIVERFRONT – CAMPUSTOWN DEVELOPMENT

Team: Ray Forsythe (Chair), Shawn Christ, Jeff Anderson, Chris Mathias, Pam Owens, Scott Hinton, Maureen Riggs, Lew Steinbrecher

Completed:

➤ **RiverTech Boulevard:**

- WIU requested that RiverTech Boulevard be renamed University Drive and a traffic signal be installed at 25th Street and River Drive; the traffic signal request was presented and approved at the Committee-of-the-Whole on August 28, 2012
- The remaining section of the all weather road currently known as RiverTech Boulevard was included on the June 15, 2012 Illinois Department of Transportation (*hereinafter* IDOT) bid letting; Valley Construction was the low bidder and will start the project upon IDOT’s execution of the contract (utility relocations to commence approx. August 27, 2012; pavement construction mid-September). This phase of the project includes street lighting and privacy fencing along the road between 34th and 25th Streets.

- **WIU-QC Riverfront Campus Phase II:** Groundbreaking ceremony held August 29, 2012; \$38 million project, funded by the State of Illinois. Includes 5 interconnected buildings designed to house academic programs and services from the colleges of Arts and Sciences, Education and Human Services, and Fine Arts and Communication, plus other programs

and services from the current WIU-QC 60th Street Campus, including the library, WQPT-Quad Cities public television and classes offered through the Quad Cities Graduate Study Center.

- Development of green space along Mississippi Riverfront on east end of downtown Moline:
 - Council authorized staff to work with Renew Moline on an RFP from private developers (April 17, 2012 Committee-of-the-Whole)
 - City and Renew staff reviewed proposals and made recommendations to the Project Management Team (PMT); PMT held a public meeting August 6, 2012 and made a recommendation to Council
 - Council approved a resolution August 14, 2012 authorizing a mixed use project (student housing, market rate housing, retail, restaurants and other commercial) and for staff to negotiate exclusively with Three Corners, LLC for a 12-month period

Upcoming:

- Negotiate and draft a development agreement with Three Corners, LLC

SOUTHPARK MALL REVITALIZATION

Team: Ray Forsythe (Chair), Scott Hinton, Lew Steinbrecher, Maureen Riggs

Completed:

- A draft TIF Redevelopment Plan and Map were completed and submitted to City Clerk to begin the establishment process on August 24, 2012; process includes public hearings, Joint Review Board Meeting and several Council actions with completion expected in November 2012
- SouthPark Mall Task Force continues to meet on a regular basis with Macerich management and the redevelopment representative that Macerich intends to use
- Meeting with Macerich representative held June 28, 2012 on potential redevelopment; Macerich representative indicated some internal preliminary schematics were under development and requested City assistance in seeking guidance from IDOT re: changes to the Mall access (an important key in redevelopment and tenant recruitment)
 - City staff met with IDOT on July 20, 2012 and discussed options; staff is working on a preferred alternative to submit to IDOT for comments

Upcoming:

- Continue and complete TIF Redevelopment establishment process
- Continue working with IDOT on preferred alternative for Mall access

QUAD CITIES MULTI-MODAL STATION

Team: Lew Steinbrecher (Chair), Ray Forsythe, Maureen Riggs, Jeff Anderson

Completed:

- Met several times with Restoration St. Louis to discuss the concept of the Multi-Modal Station in conjunction with MetroLINK for the \$10 million TIGER grant coupled with private development of the upper floors for residential rental units and an adjoining 150-room hotel with banquet facilities

- Initiated negotiations on the potential terms and conditions of a development agreement between the City and Restoration St. Louis to provide appropriate economic incentives to induce development
- Explored potential parking alternatives to accommodate both the Multi-Modal Station and the hotel

Upcoming:

- Finalize the funding structure of the Multi-Modal Station, the hotel and the parking structure with review of the use of TIGER funds by the Federal Transit Administration
- Seek tentative agreement of terms and conditions of a development agreement between the City and Restoration St. Louis to initiate the DBMT process and move project into the design phase
- Actively pursue parking alternatives to ensure adequate parking for the entire public/private project
- Seek approval from IDOT for streetscaping improvements and traffic lane modifications along 4th Avenue
- Develop the overall funding strategy for all three major components of the project (station, hotel, parking structure) to identify all sources and uses of funds for this complex development project

RIVERSIDE CEMETERY RETAINING WALL

Team: Scott Hinton (Chair), Mike Waldron, Laura Duran

Completed:

- Engineering consultant hired by Council to review existing conditions, make recommendations for repairs, and provide cost estimates for recommended repairs

Upcoming:

- Receive report from consultant and present to Council

HAWK HALLOW RESIDENTIAL DEVELOPMENT

Team: Lew Steinbrecher (Chair), Maureen Riggs, Ray Forsythe

Completed:

- Council approved a term sheet with Irgens Development Partners, LLC in February 2012, providing for a one-year due diligence period to evaluate the potential of the property for residential development

Upcoming:

- City maintains regular contact with Irgens to monitor the progress of the due diligence work, including Irgens' efforts to attract other private partners to invest in this senior living community development venture
- Irgens anticipates completing the due diligence on this property in Fall 2012

CASE CREEK TRAILS AIRPORT BUSINESS PARK

Team: Maureen Riggs (Chair), Scott Hinton, Ray Forsythe, Lew Steinbrecher

Upcoming:

- Awaiting Feasibility Study to be completed by the Airport
- Prepare and issue RFP for a new developer

OLD MENARDS REUSE

Team: Shawn Christ (Chair), Ray Forsythe, Scott Hinton, Joe Mason, Erica Williams

Completed:

- Marketed former Menards building for redevelopment
- Met with buyer/developer to discuss redevelopment incentives and code requirements for site improvements
- Developer has surveyed the site, prepared preliminary site plans, and is negotiating with possible tenants
- Developer has submitted partial building renovation plans to two tenant spaces within the building (up to 4 spaces have been proposed)
- Former building materials warehouse and yard fence will be demolished and marketed as an outlot for future development

Upcoming:

- Continue negotiations on incentives and development agreement; present to Council for approval
- Review ongoing plan submittals and inspect construction improvements

LAW ENFORCEMENT ACADEMY AT WIU

Team: Trevor Fisk (Chair), Kim Hankins

Completed:

- The Illinois Training and Standards Board has negotiated with the new University of Illinois President; funding has been restored to the Police Training Institute in Champaign where the program will remain

Upcoming:

- Review any future plans for the Law Enforcement Program to be moved to WIU/Macomb (currently on hold/tabled)

HEALTH COST CONTAINMENT

Team: Alison Fleming (Chair), J.D. Schulte, Stephanie Hancks

Completed:

- Met with committee to discuss ideas on containing short-term and long-term costs
- Directed health benefits consultant to research ideas and industry best practices

Upcoming:

- Request data from third party administrator regarding disease management and preventative care
- Meet with on-site nurse to develop education based on employee and retiree needs, as well as data received from third party administrator
- Complete audit of dependents to ensure eligibility

SALT STORAGE FACILITY

Team: Doug House (Chair), Scott Hinton, Mike Waldron

Completed:

- Council directed staff to proceed with design/bidding
- Selected site and cleared of trees
- Preliminary design complete
- Applications for a setback variance and a floodplain development authorization have been filed and are awaiting hearings and approval

Upcoming:

- Finalize bid documents
- Bid project and award contract

RESTORATION ST. LOUIS PRIVATE TOD DEVELOPMENT

Team: Ray Forsythe (Chair), Lew Steinbrecher, Jeff Anderson, Maureen Riggs, Scott Hinton, Amy Keys, Chris Mathias

Completed:

- Restoration St. Louis and VOA have completed schematic designs for the redevelopment of the Sears Warehouse building and a new building; the designs have been presented to the DBMT and subsequent meetings with stakeholders have been held
- City, MetroLINK, Renew staff and consultants and Restoration St. Louis representative have met several times to discuss the format and terms of a development agreement; additional meetings are scheduled and the development agreement is expected to be completed by early Fall 2012
- Discussions on parking solutions for the development are ongoing and City staff is pursuing alternative locations for a possible parking structure to support both the MMS and TOD Developments. City staff, MetroLINK and Renew Moline are seeking additional grant funding for the parking facility construction.
- City staff met with IDOT on July 20, 2012 and discussed options for redesigning 4th Avenue between 15th and 12th Street to include parking lanes, through traffic, landscape

islands, a bike path and sidewalks; IDOT engineers gave feedback and requested additional information on current and project traffic movement and counts (in progress)

Upcoming:

- Complete negotiations with Restoration St. Louis on a term sheet and development agreement
- Present conceptual designs to PMT and Council
- Continue discussions and work on parking development – location, structure, etc.
- Continue discussion with IDOT on redesign of 4th Avenue between 15th Street and 12th Street

FIRE DISTRICT CONSOLIDATION STUDY

Team: Kim Hankins (Chair), Maureen Riggs

Completed:

- Research has been conducted to examine legal aspects; the study is on hold pending responses from adjoining jurisdictions

Upcoming:

- Monitor/review any responses received from adjoining jurisdictions for determination on proceeding with study

SANITATION ENTERPRISE FUND

Team: Kathy Carr (Chair), Keith Verbeke, Mike Waldron

Completed:

- 2013 Sanitation Budget was submitted in July 2012 and is pending review by City Administrator on September 6, 2012

Upcoming:

- Fee recommendation will be presented to City Council as part of the 2013 budget review on October 16, 2012

COUNTY-WIDE 911 DISPATCH CENTRE STUDY

Team: Kim Hankins (Chair), Lew Steinbrecher

Completed:

- The Mayor and City staff met to discuss a county-wide 911 Dispatch Centre feasibility study

Upcoming:

- Bi-State is and will continue to explore funding options for a feasibility study to move forward on this project
- Staff will continue to work with Bi-State Regional Commission in its efforts to secure funding for the consolidated dispatch feasibility study

PARKS AND CITY GROUNDS MAINTENANCE – CONTRACTING FOR SERVICES

Team: Mike Waldron (Chair), Doug House, Rodd Schick, J.D. Schulte

Completed:

- Created Request for Proposal (RFP) to be used for evaluating the contracting of mowing, restroom cleaning and pavilion cleaning of Parks & Grounds
- RFP approved by City Council on July 10, 2012; RFP due date August 29, 2012
- Mandatory meeting and inspection of all properties covered under the RFP for all RFP proposers, August 13, 2012

Upcoming:

- Evaluate proposals received for content and correctness
- Evaluate responsive and responsible proposals for proposed costs versus current in-house costing; determine best option for proceeding
- Formulate recommendation to present to City Administrator and City Council

CASE CREEK RESIDENTIAL DEVELOPMENT

Team: Jeff Anderson (Chair), Lew Steinbrecher, Ray Forsythe, Scott Hinton, Maureen Riggs, Shawn Christ

Completed:

- City staff met with Milan staff to review developer performance to date and discuss next steps to initiate Case Creek development activity
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- City staff identified additional services that could be funded through the implementation of a Special Service Area: streetscaping, signage, clearer boundaries delineating the district, branding, a façade assistance program to encourage reinvestment and revitalization, promotions and cultural events.

Upcoming:

- City staff will present an ordinance to Council in September 2012 proposing the implementation of a Special Service Area (SSA) in the Olde Towne neighborhood
- Following approval of said ordinance, City staff will hold an informational session for property owners within the proposed SSA boundaries to explained the proposed levy and its intended utilization

CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES

August 2012

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RIVERFRONT – CAMPUSTOWN DEVELOPMENT

Team: Ray Forsythe (Chair), Shawn Christ, Jeff Anderson, Chris Mathias, Pam Owens, Scott Hinton, Maureen Riggs, Lew Steinbrecher

Completed:

➤ **RiverTech Boulevard:**

- WIU requested that RiverTech Boulevard be renamed University Drive and a traffic signal be installed at 25th Street and River Drive; the traffic signal request was presented and approved at the Committee-of-the-Whole on August 28, 2012
- The remaining section of the all weather road currently known as RiverTech Boulevard was included on the June 15, 2012 Illinois Department of Transportation (*hereinafter* IDOT) bid letting; Valley Construction was the low bidder and will start the project upon IDOT’s execution of the contract (utility relocations to commence approx. August 27, 2012; pavement construction mid-September). This phase of the project includes street lighting and privacy fencing along the road between 34th and 25th Streets.

- **WIU-QC Riverfront Campus Phase II:** Groundbreaking ceremony held August 29, 2012; \$38 million project, funded by the State of Illinois. Includes 5 interconnected buildings designed to house academic programs and services from the colleges of Arts and Sciences, Education and Human Services, and Fine Arts and Communication, plus other programs

and services from the current WIU-QC 60th Street Campus, including the library, WQPT-Quad Cities public television and classes offered through the Quad Cities Graduate Study Center.

- Development of green space along Mississippi Riverfront on east end of downtown Moline:
 - Council authorized staff to work with Renew Moline on an RFP from private developers (April 17, 2012 Committee-of-the-Whole)
 - City and Renew staff reviewed proposals and made recommendations to the Project Management Team (PMT); PMT held a public meeting August 6, 2012 and made a recommendation to Council
 - Council approved a resolution August 14, 2012 authorizing a mixed use project (student housing, market rate housing, retail, restaurants and other commercial) and for staff to negotiate exclusively with Three Corners, LLC for a 12-month period

Upcoming:

- Negotiate and draft a development agreement with Three Corners, LLC

SOUTHPARK MALL REVITALIZATION

Team: Ray Forsythe (Chair), Scott Hinton, Lew Steinbrecher, Maureen Riggs

Completed:

- A draft TIF Redevelopment Plan and Map were completed and submitted to City Clerk to begin the establishment process on August 24, 2012; process includes public hearings, Joint Review Board Meeting and several Council actions with completion expected in November 2012
- SouthPark Mall Task Force continues to meet on a regular basis with Macerich management and the redevelopment representative that Macerich intends to use
- Meeting with Macerich representative held June 28, 2012 on potential redevelopment; Macerich representative indicated some internal preliminary schematics were under development and requested City assistance in seeking guidance from IDOT re: changes to the Mall access (an important key in redevelopment and tenant recruitment)
 - City staff met with IDOT on July 20, 2012 and discussed options; staff is working on a preferred alternative to submit to IDOT for comments

Upcoming:

- Continue and complete TIF Redevelopment establishment process
- Continue working with IDOT on preferred alternative for Mall access

QUAD CITIES MULTI-MODAL STATION

Team: Lew Steinbrecher (Chair), Ray Forsythe, Maureen Riggs, Jeff Anderson

Completed:

- Met several times with Restoration St. Louis to discuss the concept of the Multi-Modal Station in conjunction with MetroLINK for the \$10 million TIGER grant coupled with private development of the upper floors for residential rental units and an adjoining 150-room hotel with banquet facilities

- Initiated negotiations on the potential terms and conditions of a development agreement between the City and Restoration St. Louis to provide appropriate economic incentives to induce development
- Explored potential parking alternatives to accommodate both the Multi-Modal Station and the hotel

Upcoming:

- Finalize the funding structure of the Multi-Modal Station, the hotel and the parking structure with review of the use of TIGER funds by the Federal Transit Administration
- Seek tentative agreement of terms and conditions of a development agreement between the City and Restoration St. Louis to initiate the DBMT process and move project into the design phase
- Actively pursue parking alternatives to ensure adequate parking for the entire public/private project
- Seek approval from IDOT for streetscaping improvements and traffic lane modifications along 4th Avenue
- Develop the overall funding strategy for all three major components of the project (station, hotel, parking structure) to identify all sources and uses of funds for this complex development project

RIVERSIDE CEMETERY RETAINING WALL

Team: Scott Hinton (Chair), Mike Waldron, Laura Duran

Completed:

- Engineering consultant hired by Council to review existing conditions, make recommendations for repairs, and provide cost estimates for recommended repairs

Upcoming:

- Receive report from consultant and present to Council

HAWK HALLOW RESIDENTIAL DEVELOPMENT

Team: Lew Steinbrecher (Chair), Maureen Riggs, Ray Forsythe

Completed:

- Council approved a term sheet with Irgens Development Partners, LLC in February 2012, providing for a one-year due diligence period to evaluate the potential of the property for residential development

Upcoming:

- City maintains regular contact with Irgens to monitor the progress of the due diligence work, including Irgens' efforts to attract other private partners to invest in this senior living community development venture
- Irgens anticipates completing the due diligence on this property in Fall 2012

CASE CREEK TRAILS AIRPORT BUSINESS PARK

Team: Maureen Riggs (Chair), Scott Hinton, Ray Forsythe, Lew Steinbrecher

Upcoming:

- Awaiting Feasibility Study to be completed by the Airport
- Prepare and issue RFP for a new developer

OLD MENARDS REUSE

Team: Shawn Christ (Chair), Ray Forsythe, Scott Hinton, Joe Mason, Erica Williams

Completed:

- Marketed former Menards building for redevelopment
- Met with buyer/developer to discuss redevelopment incentives and code requirements for site improvements
- Developer has surveyed the site, prepared preliminary site plans, and is negotiating with possible tenants
- Developer has submitted partial building renovation plans to two tenant spaces within the building (up to 4 spaces have been proposed)
- Former building materials warehouse and yard fence will be demolished and marketed as an outlot for future development

Upcoming:

- Continue negotiations on incentives and development agreement; present to Council for approval
- Review ongoing plan submittals and inspect construction improvements

LAW ENFORCEMENT ACADEMY AT WIU

Team: Trevor Fisk (Chair), Kim Hankins

Completed:

- The Illinois Training and Standards Board has negotiated with the new University of Illinois President; funding has been restored to the Police Training Institute in Champaign where the program will remain

Upcoming:

- Review any future plans for the Law Enforcement Program to be moved to WIU/Macomb (currently on hold/tabled)

HEALTH COST CONTAINMENT

Team: Alison Fleming (Chair), J.D. Schulte, Stephanie Hancks

Completed:

- Met with committee to discuss ideas on containing short-term and long-term costs
- Directed health benefits consultant to research ideas and industry best practices

Upcoming:

- Request data from third party administrator regarding disease management and preventative care
- Meet with on-site nurse to develop education based on employee and retiree needs, as well as data received from third party administrator
- Complete audit of dependents to ensure eligibility

SALT STORAGE FACILITY

Team: Doug House (Chair), Scott Hinton, Mike Waldron

Completed:

- Council directed staff to proceed with design/bidding
- Selected site and cleared of trees
- Preliminary design complete
- Applications for a setback variance and a floodplain development authorization have been filed and are awaiting hearings and approval

Upcoming:

- Finalize bid documents
- Bid project and award contract

RESTORATION ST. LOUIS PRIVATE TOD DEVELOPMENT

Team: Ray Forsythe (Chair), Lew Steinbrecher, Jeff Anderson, Maureen Riggs, Scott Hinton, Amy Keys, Chris Mathias

Completed:

- Restoration St. Louis and VOA have completed schematic designs for the redevelopment of the Sears Warehouse building and a new building; the designs have been presented to the DBMT and subsequent meetings with stakeholders have been held
- City, MetroLINK, Renew staff and consultants and Restoration St. Louis representative have met several times to discuss the format and terms of a development agreement; additional meetings are scheduled and the development agreement is expected to be completed by early Fall 2012
- Discussions on parking solutions for the development are ongoing and City staff is pursuing alternative locations for a possible parking structure to support both the MMS and TOD Developments. City staff, MetroLINK and Renew Moline are seeking additional grant funding for the parking facility construction.
- City staff met with IDOT on July 20, 2012 and discussed options for redesigning 4th Avenue between 15th and 12th Street to include parking lanes, through traffic, landscape

islands, a bike path and sidewalks; IDOT engineers gave feedback and requested additional information on current and project traffic movement and counts (in progress)

Upcoming:

- Complete negotiations with Restoration St. Louis on a term sheet and development agreement
- Present conceptual designs to PMT and Council
- Continue discussions and work on parking development – location, structure, etc.
- Continue discussion with IDOT on redesign of 4th Avenue between 15th Street and 12th Street

FIRE DISTRICT CONSOLIDATION STUDY

Team: Kim Hankins (Chair), Maureen Riggs

Completed:

- Research has been conducted to examine legal aspects; the study is on hold pending responses from adjoining jurisdictions

Upcoming:

- Monitor/review any responses received from adjoining jurisdictions for determination on proceeding with study

SANITATION ENTERPRISE FUND

Team: Kathy Carr (Chair), Keith Verbeke, Mike Waldron

Completed:

- 2013 Sanitation Budget was submitted in July 2012 and is pending review by City Administrator on September 6, 2012

Upcoming:

- Fee recommendation will be presented to City Council as part of the 2013 budget review on October 16, 2012

COUNTY-WIDE 911 DISPATCH CENTRE STUDY

Team: Kim Hankins (Chair), Lew Steinbrecher

Completed:

- The Mayor and City staff met to discuss a county-wide 911 Dispatch Centre feasibility study

Upcoming:

- Bi-State is and will continue to explore funding options for a feasibility study to move forward on this project
- Staff will continue to work with Bi-State Regional Commission in its efforts to secure funding for the consolidated dispatch feasibility study

PARKS AND CITY GROUNDS MAINTENANCE – CONTRACTING FOR SERVICES

Team: Mike Waldron (Chair), Doug House, Rodd Schick, J.D. Schulte

Completed:

- Created Request for Proposal (RFP) to be used for evaluating the contracting of mowing, restroom cleaning and pavilion cleaning of Parks & Grounds
- RFP approved by City Council on July 10, 2012; RFP due date August 29, 2012
- Mandatory meeting and inspection of all properties covered under the RFP for all RFP proposers, August 13, 2012

Upcoming:

- Evaluate proposals received for content and correctness
- Evaluate responsive and responsible proposals for proposed costs versus current in-house costing; determine best option for proceeding
- Formulate recommendation to present to City Administrator and City Council

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